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 Attorneys for Plaintiff Board of Trustees of the
 Southern Nevada Glaziers and Fabricators
 Pension Trust Fund

**UNITED STATES DISTRICT COURT
 DISTRICT OF NEVADA**

BOARD OF TRUSTEES OF THE
 SOUTHERN NEVADA GLAZIERS AND
 FABRICATORS PENSION TRUST FUND.

Plaintiff,

vs.

LIMITED EDITION GLASS INC., a
 California corporation; RICHARD BRYAN
 SCOTT, an individual,

Defendants.

CASE NO.: 2:22-cv-01391-CDS-VCF

**STIPULATION AND CONSENT
 FOR ENTRY OF JUDGMENT BY
 CONFESSION**

2:22-ms-00045

The Plaintiff, the Board of Trustees of the Southern Nevada Glaziers and Fabricators Pension Trust Fund ("Plaintiff" or "Trust"), acting by and through its attorneys, Christensen James & Martin, and the Defendants Limited Edition Glass Inc. ("LEG") and Richard Bryan Scott ("Scott") (LEG and Scott collectively referred to herein as "Defendants") (Plaintiff and Defendants collectively referred to herein as the "Parties"), hereby Stipulate and Agree as follows:

1. This Stipulation and Consent for Entry of Judgment by Confession ("Stipulation") is entered into by and between the Plaintiff and Defendants to settle and conclude certain amounts owed for fringe benefit contributions, liquidated damages, interest and attorney's fees owed to the Plaintiff by Defendants as a third-party beneficiary of a certain

1 written collective bargaining agreement ("Labor Agreement") between Limited Edition Glass
2 Inc. and IUPAT District Council 36, Glaziers Union Local No. 636 ("Union").

3 2. A Judgment by Confession shall be entered in favor of the Plaintiff and against
4 Defendants for the sum of Thirty-Four Thousand Three Hundred Fifteen and 59/100 Dollars
5 (\$34,315.59) ("Judgment Amount"), which sum includes all pre-judgment damages owed to the
6 Trust, including all delinquent contributions, interest, liquidated damages and attorney's fees
7 for covered work performed during the period February 1, 2021 through November 30, 2021
8 ("Delinquency Period"), with interest calculated through February 28, 2022.

9 3. Interest shall accrue on the Judgment Amount at the rate of five percent (5%)
10 per annum.

11 4. Defendants stipulate that this Court has jurisdiction to enter this Stipulation and
12 the Judgment pursuant to Section 502(e)(1) of the Employee Retirement Income Security Act
13 of 1974, as amended ("ERISA"), 29 U.S.C. § 1132(e)(1), which grants the United States
14 District Court exclusive jurisdiction over civil actions brought by a fiduciary pursuant to
15 Section 502(a)(3) of ERISA, 29 U.S.C. § 1132(a)(3), to redress violations or enforce the terms
16 of ERISA or an employee benefit plan governed by ERISA. Such jurisdiction exists without
17 respect to the amount in controversy or the citizenship of the parties, as provided in Section
18 502(f) of ERISA, 29 U.S.C. § 1132(f). Additionally, venue is proper in this Court pursuant to
19 Section 502(e)(2) of ERISA, 29 U.S.C. § 1132(e)(2), in that this is the district in which the
20 Plaintiff is administered.

21 5. Scott, individually and as principal, owner, and/or officer of LEG, has
22 knowledge of the Judgment Amount and has agreed to be personally liable for the Judgment
23 Amount and for compliance with the terms and conditions as set forth herein.

24 6. The Judgment Amount shall be paid by Defendants to the Plaintiff pursuant to
25 the Labor Agreement and written Trust Agreement governing the Trust.
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PH: (702) 255-1718 & FAX: (702) 255-0871

1 7. The Judgment Amount, including interest on the declining Judgment balance
2 and any after-accruing amounts, shall be paid by Defendants through six (6) monthly
3 installments ("Settlement Payments"), due on or before the first (1st) day of each month, as
4 follows:

- 5 a. Payments One (1) through (5) shall be remitted to the Trust in the amount of
6 \$5,399.32 each, commencing on or before April 1, 2022, and on the first (1st)
7 day of each month thereafter; and
8 b. Payment Six (6) shall be remitted to the Trust Fund in the amount of \$5,376.91
9 on or before September 1, 2022.

10 A detailed payment and amortization schedule setting forth the Settlement Payments to be
11 made is attached hereto as **Exhibit 1**. Subject only to the Defendants' right to cure under
12 Paragraph 11, the final payment of all unpaid portions of the Judgment Amount, in the
13 scheduled amount of \$5,376.91 (which includes interest scheduled to accrue), shall be
14 increased to include any late fees and after-accruing attorney's fees incurred by Plaintiff
15 relating to this Judgment for collection of the amounts referenced herein as a result of any
16 Default by the Defendants, and shall be paid by the Defendants to Plaintiff on or before
17 September 1, 2022.

18 8. The Settlement Payments shall be made payable to "Southern Nevada Glaziers
19 and Fabricators Pension Trust Fund" and shall be remitted to Plaintiff's attorney, Christensen
20 James & Martin, at 7440 W. Sahara Ave., Las Vegas, NV 89117, or at such other location as
21 the Defendants are notified in writing. Should any of Defendants' payments be returned for
22 insufficient funds, all subsequent payments shall be made using cashier's checks or money
23 orders. The Defendants shall have the right at any time to prepay the entire balance owed, or
24 any portion thereof, without incurring a prepayment penalty.

25 9. In addition to paying the Judgment Amount as required by the foregoing terms,
26 the Defendants shall timely submit monthly reports and pay all contributions that fall due to the
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1 Plaintiff while any portion of the Judgment Amount remains unpaid (i.e., for hours worked by
2 Defendants' covered employees while the Judgment Amount is being paid) ("Stay Current
3 Obligation"). The Defendants shall remit a monthly report to the Trust listing hours worked by
4 their covered employees and shall submit a check to the Trust to pay contributions owed for
5 such hours. The reports and payments shall be delivered to the Trust's Administrator, BeneSys,
6 or its designee(s) as required by the Labor Agreement and Trust Agreement. A default of this
7 paragraph is a default of this entire Agreement and permits the Plaintiff to file this Stipulation
8 and the Judgment.

9 10. Upon Plaintiff's timely receipt and negotiation of the payments set forth in
10 Paragraph 7 (Settlement Payments) and Paragraph 9 (Stay Current Obligation), the amount of
11 Two Thousand Three Hundred Eighty-Six and 92/100 Dollars (\$2,386.92) shall be waived
12 ("Conditional Waiver"). Upon Defendants' failure to timely remit any of the Settlement
13 Payments or timely comply with the Stay Current Obligation, the Conditional Waiver shall be
14 deemed revoked and the Defendants shall be obligated to pay the Conditional Waiver to the
15 Trust, subject only to the Defendants' right to cure set forth herein.

16 11. Should the Defendants fail to satisfy any of the conditions in this Stipulation, a
17 written Notice of Default shall immediately be delivered to: Limited Edition Glass Inc., Attn:
18 Richard Bryan Scott, 42066 Avenida Alvarado, Suite M, Temecula, CA 92590. Each such
19 Notice required to be sent shall result in an automatic late fee and collection charge of One
20 Hundred Fifty Dollars (\$150.00) ("Late Fee"), which will be applied as an offset against any
21 attorney's fees and costs incurred as a result of the Default, to be paid in addition to any report,
22 payment or financial statement that Defendants have failed to remit, and Defendants shall pay
23 the late fee and collection charge immediately with the report(s), cure payment(s) and/or
24 financial statement(s) required. The Notice shall grant Defendants ten (10) days to cure the
25 Default by remitting the required item(s). If the Defendants thereafter fail to cure the Default
26 within ten (10) days of the date of such Notice, then:
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- a. The Conditional Waiver will be revoked;
- b. The following amounts shall immediately become due and owing to the Trust by Defendants: (i) the Judgment Amount, which includes the Conditional Waiver, less any Settlement Payments made by the Defendants or any other party and received by the Plaintiffs; (ii) all interest accrued on the Judgment Amount from the date of execution of this Stipulation through the date of default at the rate of five percent (5%) per annum, which shall be added to the Judgment Amount; and (iii) all reasonable attorney's fees and costs incurred by the Plaintiff to collect the amounts owed under this Stipulation and Judgment, including any Late Fee, which shall be added to the Judgment Amount;
- c. Plaintiff shall have the unconditional and immediate right to file this Stipulation and the Judgment with the Court and for entry of Judgment by the Court for all amounts set forth in Paragraph 11(b) above and to execute upon the Judgment for whatever amount then remains due and owing, including after-accruing interest, attorney's fees and costs, without further notice to the Defendants or Order from the Court;
- d. Plaintiff shall be entitled to pursue any surety bonds for whatever amount then remains due and owing; and
- e. Interest on any unpaid Judgment Amount balance shall accrue at the rate of five percent (5%) from the default date until paid in full.

12. This Stipulation and the Judgment resolve claims related to the Judgment Amount and Delinquency Period only and Plaintiff and Defendants expressly reserve all rights, privileges and claims unrelated to the Judgment Amount and/or Delinquency Period, claims related to withdrawal liability pursuant to 29 U.S.C. § 1381 *et seq.*, and any additional claims discovered by audit for any period.

13. The Parties hereby expressly acknowledge and agree that the Judgment Amount

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1 and all payments required herein, or the applicable portions thereof, retain their characteristic
2 as contributions to an employee benefit plan and that by entering into the payment arrangement
3 set forth herein, the Plaintiff has extended credit to Defendants in accordance with Department
4 of Labor Class Prohibited Transaction Exemption 76-1, and as such, the Judgment Amount is a
5 loan of plan assets to the Defendants, and Defendants have a fiduciary responsibility to hold
6 such funds in trust and timely remit payments as set forth herein, and the failure of the
7 Defendants to remit such payments in a timely manner constitutes a breach of fiduciary duty
8 actionable by the Plaintiff, subject only to the Default and Notice provisions set forth herein.

9 14. Whereas the Plaintiff has extended credit to Defendants, each of the Defendants
10 agrees to furnish the Plaintiff, upon demand, but no more than twice annually, so long as any
11 part of the Judgment Amount remains unpaid, a current financial statement setting forth in
12 reasonable detail the assets and liabilities of each of the Defendants.

13 15. This Stipulation and the Judgment shall be considered one instrument and shall
14 become binding when signed. Signatures to the Stipulation and Judgment as provided via
15 facsimile or scanned document shall be valid and shall be deemed the equivalent of original
16 signatures.

17 16. Defendants shall forthwith execute, have notarized, and submit this Stipulation
18 and the Judgment to Plaintiff's attorney on or before March 31, 2022.

19 17. Filing of and execution on this Stipulation and the Judgment shall be stayed
20 through September 1, 2022, provided that payment in full is made by the Defendants in
21 accordance with the terms set forth herein.

22 18. Upon Plaintiff's receipt and negotiation of the payments described herein,
23 Defendants' obligations under this Stipulation and the Judgment will have been satisfied and,
24 upon receipt of a request therefor, Plaintiff shall deliver to the Defendants a written Release and
25 Satisfaction of Claims. Plaintiff's Release and Satisfaction of Claims in favor of the
26 Defendants shall not be executed nor delivered until all of Defendants' obligations under this
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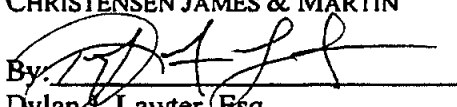
1 Judgment have been fully performed.

2 19. Defendants have consulted an attorney of their choice and fully understand the
3 obligations and consequences of this Stipulation and the Judgment.

4 20. This Stipulation and the Judgment constitute the entire agreement between the
5 Parties and shall supersede any and all prior oral and/or written representations, negotiations,
6 understandings, and agreements concerning the matters set forth herein.

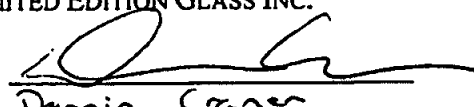
7 21. This Stipulation incorporates by this reference herein the Judgment, as though
8 fully set forth herein.

9 CHRISTENSEN JAMES & MARTIN

10 By: 
11 Dylan J. Lawter, Esq.
12 Attorneys for Plaintiff Board of Trustees of
13 the Southern Nevada Glaziers and
Fabricators Pension Trust Fund

14 Date: APRIL 4, 2022.

LIMITED EDITION GLASS INC.

By: 
Darrin Carter
Its: Owner

Date: 3/11, 2022.

RICHARD BRYAN SCOTT

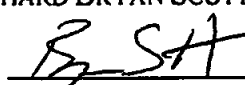
By: 
Date: 3/11/22 ^{BS}, 2022.

EXHIBIT 1

PAYMENT PLAN AMORTIZATION SCHEDULE**TRUSTS:****So. Nevada Glaziers and Fabricators Pension Trust Fund****EMPLOYER:****Limited Edition Glass Inc.**

ORIGINAL AMOUNT OWED		ENTER VALUES		PAYMENT PLAN SUMMARY	
<i>Contributions</i>	\$ 46,353.44	<i>Loan amount</i>	\$ 31,928.67	<i>Scheduled payment</i>	\$ 5,399.32
<i>Interest</i>	\$ 639.22	<i>Interest rate</i>	5.00%	<i>Scheduled number of payments</i>	6
<i>Liquidated Damages</i>	\$ 2,386.92	<i>Loan term in years</i>	0.5000	<i>Actual number of payments</i>	6
<i>Payments</i>	\$ (16,563.99)	<i>Payments made per year</i>	12	<i>Years saved off original loan term</i>	0
<i>Attorney's Fees</i>	\$ 1,500.00	<i>Loan repayment start date</i>	4/1/2022	<i>Total early payments</i>	\$ -
<i>Court Costs</i>	\$ -	<i>Optional extra payments</i>	\$0.00	<i>Total interest</i>	\$ 467.24
<i>COJ TOTAL:</i>	\$ 34,315.59				
<i>Down Payment</i>	\$ -				
<i>Cond'l LD Waiver</i>	\$ (2,386.92)				
<i>Total for Payment Plan</i>	\$ 31,928.67				

PMT NO	PAYMENT DATE	BEGINNING BALANCE	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	4/1/2022	\$31,928.67	\$0.00	\$5,399.32	\$5,266.28	\$133.04	\$26,662.39	\$133.04
2	5/1/2022	\$26,662.39	\$0.00	\$5,399.32	\$5,288.23	\$111.09	\$21,374.16	\$244.13
3	6/1/2022	\$21,374.16	\$0.00	\$5,399.32	\$5,310.26	\$89.06	\$16,063.90	\$333.19
4	7/1/2022	\$16,063.90	\$0.00	\$5,399.32	\$5,332.39	\$66.93	\$10,731.52	\$400.12
5	8/1/2022	\$10,731.52	\$0.00	\$5,399.32	\$5,354.60	\$44.71	\$5,376.91	\$444.84
6	9/1/2022	\$5,376.91	\$0.00	\$5,376.91	\$5,354.51	\$22.40	\$0.00	\$467.24

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Riverside)On MARCH 11, 2022 before me, Isac J. Pacheco, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared

DARRIN CRANE, BRYAN SCOTT

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ they executed the same in ~~his~~ ~~her~~ their authorized capacity(ies), and that by ~~his~~ ~~her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Isac J. Pacheco
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

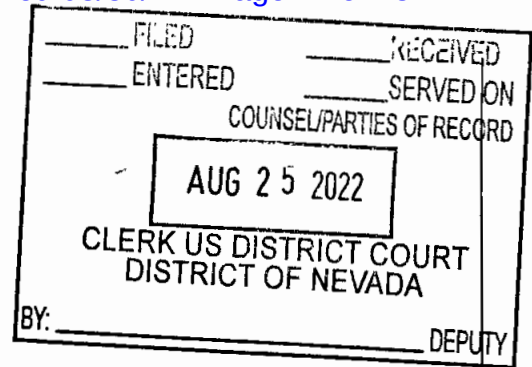
☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____



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*Attorneys for Plaintiff Board of Trustees of the
 Southern Nevada Glaziers and Fabricators
 Pension Trust Fund*

**UNITED STATES DISTRICT COURT
 DISTRICT OF NEVADA**

**BOARD OF TRUSTEES OF THE
 SOUTHERN NEVADA GLAZIERS AND
 FABRICATORS PENSION TRUST FUND,**

Plaintiff,

vs.

**LIMITED EDITION GLASS INC., a
 California corporation; RICHARD BRYAN
 SCOTT, an individual,**

Defendants.

CASE NO.: 2:22-cv-01391-CDS-VCF

JUDGMENT BY CONFESSION

2:22-ms-00045

Pursuant to the express Stipulation and Consent for Entry of Judgment by Confession ("Stipulation"), it is hereby ORDERED, ADJUDGED AND DECREED that:

1. This Court has jurisdiction to enter the Stipulation and this Judgment pursuant to Section 502(e)(1) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), 29 U.S.C. § 1132(e)(1), which grants the United States District Court exclusive jurisdiction over civil actions brought by a fiduciary pursuant to Section 502(a)(3) of ERISA, 29 U.S.C. § 1132(a)(3), to redress violations or enforce the terms of ERISA or an employee benefit plan governed by ERISA. Such jurisdiction exists without respect to the amount in controversy or the citizenship of the parties, as provided in Section 502(f) of ERISA, 29 U.S.C. § 1132(f).

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1 2. Venue is proper in this Court pursuant to Section 502(e)(2) of ERISA, 29 U.S.C.
2 § 1132(e)(2), in that this is the district in which the Plaintiff is administered.

3 3. The Plaintiff Board of Trustees of the Southern Nevada Glaziers and Fabricators
4 Pension Trust Fund (hereinafter "Plaintiff" or "Trust Fund") shall take Judgment by Confession
5 ("Judgment"), jointly and severally, against Defendants Limited Edition Glass Inc. ("LEG")
6 and Richard Bryan Scott ("Scott") (LEG and Scott collectively referred to herein as
7 "Defendants"), for the sum of Thirty-Four Thousand Three Hundred Fifteen and 59/100
8 Dollars (\$34,315.59) ("Judgment Amount"), which sum includes unpaid contributions, pre-
9 judgment interest, liquidated damages, audit costs, court costs and attorney's fees. Interest
10 shall accrue on the Judgment amount at the rate of five percent (5%) per annum.

11 4. The Judgment Amount shall be paid to Plaintiff as a third-party beneficiary
12 under the terms of a certain written collective bargaining agreement ("Labor Agreement")
13 between LEG and IUPAT District Council 36, Glaziers Union Local No. 636 ("Union"). This
14 Judgment includes settlement of all known claims by Plaintiff for fringe benefit contributions,
15 interest, liquidated damages, and attorney's fees for work performed during the period February
16 1, 2021 through November 30, 2021 ("Delinquency Period").

17 5. This Judgment is not intended to, and it does not, resolve, address or secure
18 claims that are as yet unknown to the Trust, including any claims that may later be revealed by
19 Audit. The Trust's audit rights are reserved.

20 6. The Judgment Amount shall be reduced by any Settlement Payments described
21 in the Stipulation that were made by the Defendants and received by the Plaintiff.

22 7. The Judgment Amount shall be increased by: (i) all interest accrued on the
23 Judgment Amount from February 28, 2022, through the date of entry of the Judgment at the
24 rate of five percent (5%) per annum, (ii) any unpaid Late Fee related to Default and Notice, as
25 set forth in the Stipulation, and (iii) all reasonable attorney's fees and costs incurred by the
26 Plaintiffs to collect the Judgment Amount.

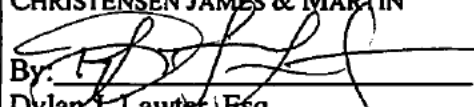
8. Interest shall continue to accrue on the Judgment Amount at the rate of five percent (5%) per annum from the date of entry until paid in full.

DATED and done this 30th day of August, 2022.


UNITED STATES DISTRICT COURT JUDGE

Approved as to Form and Content:

CHRISTENSEN JAMES & MARTIN

By: 
Dylan J. Lawter, Esq.
Attorneys for Plaintiff

Date: April 4, 2022.

LIMITED EDITION GLASS INC.

By: Darrin Craner
Its: Owner

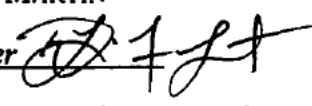
Date: 3.11, 2022.

RICHARD BRYAN SCOTT

By: By SA
Date: 3/11, 2022.

Submitted by:

CHRISTENSEN JAMES & MARTIN

By: /s/ Dylan J. Lawter 
Dylan J. Lawter, Esq.
Attorneys for Plaintiff Board of Trustees of
the Southern Nevada Glaziers and
Fabricators Pension Trust Fund

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Riverside)On MARCH 11, 2022 before me, Isaac J. Pacheco, Notary Public,

Date

Here Insert Name and Title of the Officer

personally appeared

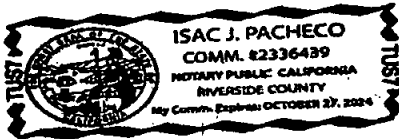
DARRIN CRAWER, BRYAN SCOTT

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~are subscribed to the within instrument and acknowledged to me that ~~he~~she/they executed the same in his/~~her~~their authorized capacity(ies), and that by ~~his~~her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Isaac Pacheco

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

OATH AND VERIFICATIONSTATE OF CaliforniaCOUNTY OF Riverside

Darrin Craner, as Owner of Limited Edition Glass Inc.,
being first duly sworn upon oath, now verifies and declares that:

1. Entry of this Judgment by Confession, according to its provisions, is duly authorized; and

2. The monies due and owing and the basis for said Judgment are accurately set forth in the Stipulation and this Judgment.

Further affiant sayeth naught.

[Signature]
as Owner of Limited Edition Glass Inc.

Subscribed and Sworn before me
this 11 day of March, 2022.

[Signature]
Notary Public

OATH AND VERIFICATIONSTATE OF CaliforniaCOUNTY OF Riverside

RICHARD BRYAN SCOTT, individually, being first duly sworn upon oath, now verifies and declares that:

1. Entry of this Judgment by Confession, according to its provisions, is duly authorized; and

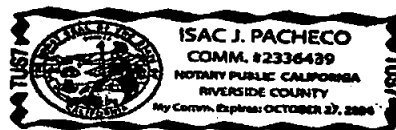
2. The monies due and owing and the basis for said Judgment are accurately set forth in the Stipulation and this Judgment.

Further affiant sayeth naught.

[Signature]
RICHARD BRYAN SCOTT

Subscribed and Sworn before me
this 11 day of March, 2022.

[Signature]
Notary Public



CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF Riverside

Subscribed and sworn to (or affirmed) before me on this 11 day of MARCH, 2022
Date Month Year

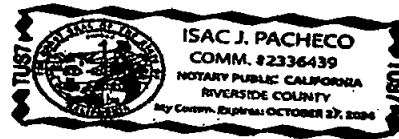
by DARRIN CRAWLER, BRYAN SCOTT

Name of Signers

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature:

Isac J. Pacheco
Signature of Notary Public



Seal

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

FILED	RECEIVED
ENTERED	SERVED ON
COUNSEL/PARTIES OF RECORD	
AUG 25 2022	
CLERK US DISTRICT COURT DISTRICT OF NEVADA	
BY: _____	DEPUTY _____

CHRISTENSEN JAMES & MARTIN

Wesley J. Smith, Esq. (11871)
 Dylan J. Lawter, Esq. (15947)
 7440 W. Sahara Avenue
 Las Vegas, Nevada 89117
 Telephone: (702) 255-1718
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*Attorneys for Plaintiff Board of Trustees of the
 Southern Nevada Glaziers and Fabricators
 Pension Trust Fund*

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

BOARD OF TRUSTEES OF THE
 SOUTHERN NEVADA GLAZIERS AND
 FABRICATORS PENSION TRUST FUND,

CASE NO.: 2:22cv-01391-CDS-VCF

Plaintiff,

2:22-ms-00045

vs.

LIMITED EDITION GLASS INC., a
 California corporation; RICHARD BRYAN
 SCOTT, an individual,

Defendants.

DECLARATION OF DYLAN J. LAWTER, ESQ.

STATE OF NEVADA)
) ss.
 COUNTY OF CLARK)

Dylan J. Lawter, Esq., being first duly sworn and under penalty of perjury of the laws of the United States of America and the State of Nevada, now deposes and says:

1. I am at least 18 years of age and of sound mind.
2. I personally prepared this Declaration, and I have personal knowledge of the factual and procedural matters set forth herein. I am competent to testify to the same and would so testify if called upon as a witness.

CHRISTENSEN JAMES & MARTIN
7440 WEST SAHARA AVE., LAS VEGAS, NEVADA 89117
PH: (702) 255-1718 & FAX: (702) 255-0871

1 3. I am an attorney licensed to practice before all state and federal courts of the
2 State of Nevada.

3 4. I am employed by Christensen James & Martin, Chtd., counsel for the Board of
4 Trustees of the Southern Nevada Glaziers and Fabricators Pension Trust Fund ("Plaintiff").

5 5. I make this Declaration in support of filing the Stipulation and Consent for Entry
6 of Judgment by Confession ("Stipulation") and entry of the Judgment by Confession
7 ("Judgment"), both of which are filed concurrently herewith and signed by the Defendants. I
8 personally negotiated and prepared the Stipulation and Judgment, and I am familiar with their
9 terms. Defined terms used in this Declaration shall have the same meaning as the Stipulation
10 and Judgment.

11 6. As set forth in Paragraph 1 of the Stipulation, Defendant LEG is party to a Labor
12 Agreement with IUPAT District Council 36, Glaziers Union Local No. 636, under which LEG
13 owed the Plaintiff delinquent fringe benefit contributions, interest, liquidated damages, and
14 attorney's fees for covered work performed during the period of February 1, 2021 through
15 November 30, 2021.

16 7. Pursuant to Paragraphs 2 and 3 of the Stipulation, Defendants agreed to entry of
17 Judgment in favor of the Plaintiff and against Defendants in the amount of \$34,315.59, plus
18 accruing interest, late fees, and attorney's fees and costs, with interest to accrue on the
19 Judgment at five percent (5%) per annum.

20 8. Pursuant to Paragraph 7, Defendants could satisfy the Judgment through six
21 monthly Settlement Payments commencing on April 1, 2022, and due on the 1st day of the
22 month thereafter, Payments One through Five in the amount of \$5,399.32 each, and Payment
23 Six in the amount of \$5,376.91.

24 9. Pursuant to Paragraph 9 of the Stipulation, Defendants also agreed to a Stay
25 Current Obligation, meaning that Defendants were required to timely submit reports and pay all
26 contributions that fall due and owing to the Plaintiff pursuant to the provisions of any labor
27
28

1 agreements to which Defendants may be bound that requires the payment of contributions to
2 the Plaintiff for covered labor performed by Defendants' employees while any portion of the
3 Judgment Amount remains unpaid. Failure to adhere to the Stay Current Obligation constitutes
4 a Default under the terms of the Stipulation.

5 10. As an incentive to timely remit the Settlement Payments and Stay Current
6 Obligation, Plaintiff agreed to a Conditional Waiver of \$2,386.92, conditioned on timely
7 payment of the Settlement Payments and Stay Current Obligation.

8 11. Following the Defendants' execution of the Stipulation and Judgment,
9 Defendants defaulted by failing to timely remit the monthly settlement payments required by
10 Paragraph 7, as summarized on the payment accounting chart attached hereto as Exhibit 1.
11 Additionally, Defendants failed to remit reports and contributions to the Plaintiff for covered
12 work performed in May and June 2022, which are additional events of default under Paragraph
13 9 of the Stipulation. Plaintiff was required to mail Notices of Default in June, July, and August
14 2022 and Late Fees were added to the amounts owed pursuant to Paragraph 11 of the
15 Stipulation.

16 12. The final such Notice of Default was sent on August 2, 2022 and is attached
17 hereto as Exhibit 2. Pursuant to that Notice of Default, Defendants had ten days to remit
18 Settlement Payment Five in the amount of \$5,399.32, plus a \$150 Late Fee pursuant to
19 Paragraph 11 of the Stipulation, and submit remittance reports and contributions for covered
20 work performed in June 2022. Defendants did not cure the Default within ten days as required
21 by Paragraph 11, thus entry of the Judgment is proper pursuant to the terms of the Stipulation.

22 13. On August 18, 2022, 6 days after the cure period ended, Defendants remitted
23 Payment Five in the amount of \$5,818.74. As of the date of this Declaration, Defendant has still
24 not remitted the report and payment for June 2022 contributions¹ and remains in Default.

25 _____
26 ¹ The exact amount owed for June 2022 is currently unknown because Defendants have failed
27 to report covered hours to the Plaintiffs. For the work months of December 2021 to May 2022,
28

14. Pursuant to Paragraph 11, upon Default and failure to cure, the Conditional Waiver was revoked (see Paragraph 11(a)) and the following amounts immediately became due and owing to the Plaintiff by Defendants: (i) the Judgment Amount, which includes the Conditional Waiver, less any Settlement Payments made by the Defendants or any other party and received by the Plaintiffs; (ii) all interest accrued on the Judgment Amount from the date of execution of this Stipulation through the date of default at the rate of five percent (5%) per annum, which shall be added to the Judgment Amount; and (iii) all reasonable attorney's fees and costs incurred by the Plaintiff to collect the amounts owed under this Stipulation and Judgment, including any Late Fee, which shall be added to the Judgment Amount (see Paragraph 11(b)).

15. Therefore, pursuant to those provisions, the following amounts are due and owing:

a. Judgment Amount	\$34,315.59
b. Interest Accrued at 5%	\$572.72
c. Late Fees for Notices of Default	\$450.00
d. Attorney's Fees and Costs	\$3,888.25 ²
e. Less Payments	(\$27,566.02)
Total Judgment Debt.....	\$11,660.54

16. Pursuant to Paragraph 11(b) of the Stipulation, upon Default and failure to cure, the Plaintiff has the unconditional and immediate right to file the Stipulation and the Judgment

Defendants have owed an average of \$6,231.85 in contributions to the Plaintiff. The Plaintiff estimates the amount for Defendants' June 2022 contributions, once hours are reports, will be similar to this figure.

² In accordance with Paragraphs 11(b) and (c) of the Stipulation, attorney's fees and costs have accrued in the amount of \$4,388.25. Because Defendants have paid Late Fees, which were applied as an offset against attorney's fees and costs after failing to make timely settlement payments for three (3) consecutive months, the amount has been reduced by \$450. Thus, the attorney's fees and costs that are due and owing at the time of filing this Declaration is \$3,888.25.

1 with the Court and for entry of Judgment by the Court for all amounts set forth above and to
2 execute upon the Judgment for whatever amount then remains due and owing, including after-
3 accruing interest, attorney's fees and costs, without further notice to the Defendants or Order
4 from the Court.

5 17. Therefore, the Stipulation and Judgment are filed for entry of Judgment against
6 Defendants in the total amount of **\$11,660.54**.

7
8 DATED this 24th day of August, 2022.

9
10 /s/ Dylan J. Lawter
11 Dylan J. Lawter, Esq.



EXHIBIT 1

So. NV Glaziers & Fabricators Pension Trust adv. Limited Edition Glass Inc.Confession of Judgment Payment Tracking*Prepared 8/23/2022*

Pymt #	Check #	Payment Due Date	Actual Payment Date (PMD*)	Interest Start Date	Interest End Date	Interest Days	Beginning Balance	Payment Amount	Settlement Interest (5% per annum)	Notice of Default Fee	Ending Balance
1	1125	04/01/2022	04/01/2022	02/28/2022	04/01/2022	32	\$ 34,315.59	\$ 5,399.32	\$ 150.42	\$ -	\$ 29,066.69
2	1822	05/01/2022	05/04/2022	04/01/2022	05/04/2022	33	\$ 29,066.69	\$ 5,399.32	\$ 131.40	\$ -	\$ 23,798.77
3	1149	06/01/2022	06/13/2022	05/04/2022	06/13/2022	40	\$ 23,798.77	\$ 5,549.32	\$ 130.40	\$ 150.00	\$ 18,529.86
4	1161	07/01/2022	07/18/2022	06/13/2022	07/18/2022	35	\$ 18,529.86	\$ 5,399.32	\$ 88.84	\$ 150.00	\$ 13,369.38
5	1164	08/01/2022	08/18/2022	07/18/2022	08/18/2022	31	\$ 13,369.38	\$ 5,818.74	\$ 56.77	\$ 150.00	\$ 7,757.41
6	N/A	N/A	N/A	08/18/2022	09/01/2022	14	\$ 7,757.41	\$ -	\$ 14.88	\$ -	\$ 7,772.29
							TOTALS	\$ 27,566.02	\$ 572.72	\$ 450.00	

EXHIBIT 2

KEVIN B. CHRISTENSEN
EVAN L. JAMES **
DAVID E. MARTIN
WESLEY J. SMITH **
LAURA J. WOLFF *
KEVIN B. ARCHIBALD
DYLAN J. LAWTER



CHRISTENSEN JAMES & MARTIN CHTD.
ATTORNEYS AT LAW

7440 W. SAHARA AVENUE
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TEL 702 255 1718
FAX 702 255 0871
WWW.CJMLV.COM

* ALSO LICENSED IN UTAH
* ALSO LICENSED IN WASHINGTON

Writer's Email: djl@cjmlv.com

NOTICE OF DEFAULT

Via U.S. Mail and Email

August 2, 2022

Limited Edition Glass Inc.
Attn: Richard Bryan Scott
42066 Avenida Alvarado, Suite M
Temecula, CA 92590
Email: bscott@le-glass.com

Re: *Southern Nevada Glaziers and Fabricators Pension Trust Fund adv. Limited Edition Glass Inc. and Richard Bryan Scott – NOTICE OF DEFAULT; August 2022 Settlement Installment Payment plus Late Fees; May 2022 and June 2022 Delinquencies; Total Amount Owed: \$5,818.74, plus June 2022 Contributions; Due Date: August 12, 2022*

Dear Mr. Scott:

As you know, this office is legal counsel to the Southern Nevada Glaziers and Fabricators Pension Trust Fund ("Trust"). As you are also aware, the Trust entered into a Stipulation and Consent for Entry of Judgment by Confession ("Stipulation") and Judgment by Confession ("Judgment") with Limited Edition Glass Inc. ("LEG") and Richard Bryan Scott (collectively, the "Defendants") on March 11, 2022.

Under the terms of the Stipulation, the Defendants are required to: (i) timely remit monthly installment payments to the Trust in accordance with the terms of the Stipulation; and (ii) "timely submit monthly reports and pay all contributions that fall due to the [Trust] while any portion of the Judgment Amount remains unpaid (i.e., for hours worked by the Defendants' covered employees while the Judgment Amount is being paid)." We have been advised that the Defendants failed to (i) remit the monthly installment payment in the sum of \$5,399.32 due on or before August 1, 2022 ("Fifth Installment Payment"); and (ii) submit the June 2022 monthly report and contributions ("June 2022 Report and Contributions"). The Defendants' failures constitute "Defaults" under the terms of the Stipulation. Consequently, this letter represents a Notice of Default ("Notice"), according to Paragraph 11 of the Stipulation, and results in an automatic late fee and collection charge of \$150.00 ("Fifth Installment Payment Late Fee").

We have also been advised that the Defendants have (i) failed to pay the \$150.00 Late Fee

due after a notice of default was sent for their failure to timely remit the Fourth Installment Payment, which was due by July 1, 2022 ("Fourth Installment Payment Late Fee"); and (ii) failed to timely submit the May 2022 monthly report and contributions. As a result of Defendants' failure to timely submit the May 2022 Contributions, interest and liquidated damages have been assessed in the total sum of \$119.42 ("May 2022 Interest and Liquidated Damages"). Enclosed please find an Interest and Liquidated Damages Notice for additional information regarding the May 2022 Interest and Liquidated Damages.

The Defendants have ten (10) days from the date of this Notice, or by August 12, 2022, to cure the Defaults and other delinquencies by remitting (i) the Fifth Installment Payment in the sum of \$5,399.32; (ii) the Fourth Installment Payment Late Fee in the sum of \$150.00; (iii) the Fifth Installment Payment Late Fee in the sum of \$150.00; (iv) the May 2022 Interest and Liquidated Damages in the sum of \$119.42; and (v) the June 2022 Report and Contributions. Please note that additional interest and liquidated damages will be assessed upon the Trusts' receipt of the payment of the June 2022 Contributions.

Should the Defendants fail to timely cure either of the Defaults, or fail to submit the other items listed above, the Trust shall have the unconditional and immediate right to file the Stipulation and the Judgment with the United States District Court for whatever amount then remains due and owing, including the reinstated liquidated damages, after-accruing interest, attorney's fees, and costs, without further notice to the Defendants. The Trust shall also be entitled to pursue any surety bonds for whatever amount then remains due and owing. *See* Stipulation, Paragraph 11.

We look forward to your prompt resolution of this matter. If you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Dylan J. Lawter", with a long horizontal flourish extending to the right.

Dylan J. Lawter, Esq.

Enclosure: May 2022 Interest and Liquidated Damages Notice

cc: Bryce Butler (via email: bbutler@le-glass.com)
Terry Mayfield
Robert Williams
Steve Bigelow
Rachel Mora
Jenice Gonzalez
Kevin B. Christensen, Esq.
Wesley J. Smith, Esq.
Kevin B. Archibald, Esq.

Emailed to legal 8/2/22

IUPAT District Council 16 Trust Funds
P.O. Box 400808
Las Vegas, NV 89140
(702) 415-2191

www.nvupatbenefits.org

LIMITED EDITION GLASS, INC
42066 AVENIDA ALVARADO SUITE M
TEMECULA, CA 92590

Run Date : 08/01/2022
Employer #: K4206
CBA: CA
Description:

INTEREST AND LIQUIDATED DAMAGES NOTICE

Dear Employer:

We received your Report and Contributions for the work month of MAY 2022 in the amount of \$6,433.77 after the due date specified in your CBA, and therefore, Interest and Liquidated Damages are due and payable.

<u>Fund</u>	<u>Contributions</u>	<u>LD</u>	<u>Interest</u>	<u>Amount Due</u>
SOUTHERN NEVADA GLAZIERS AND	\$6,433.77	\$96.51	\$22.91	<u>\$119.42</u>
		Total Amount Due:		\$119.42

Pursuant to the Collection Policy, any Trust Fund Report and/or Contribution payment received after the CBA due date is considered delinquent and requires you to pay the Trust Fund any related Interest and Liquidated Damages.

Please immediately send this office your payment of the sum indicated above. Should your full payment not be received by this office within 10 days of the date of this letter, this matter may be referred to the Trust's attorney for further action.

Sincerely,

Contributions Department
Benefit Office

JS 44 (Rev. 04/21)

CIVIL COVER SHEET

ENTERED

SERVED ON

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other documents as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Board of Trustees of the Southern Nevada Glaziers and Fabricators Pension Trust Fund

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Christensen James & Martin, Chtd. (702) 255-1718
7440 W Sahara Ave., Las Vegas, NV 89117

DEFENDANTS

Limited Edition CASE NO. 2:22-cv-01391
DISTRICT OF NEVADA

AUG 25 2022

2:22-ms-00045

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | |
|----------------------------|----------------------------|---|----------------------------|----------------------------|
| PTF | DEF | | PTF | DEF |
| <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Citizen of This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Citizen of Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Citizen or Subject of a Foreign Country | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability LABOR <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input checked="" type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
29 USC 1132 & 1145

Brief description of cause:

Collection of Employee Benefit Contributions - ERISA

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

Aug 24, 2022

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE